

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA
AT HUNTINGTON

DOUGLAS W. ADAMS,
WAYNE G. JARRELL, and
DENNIS A. RAY,

Plaintiffs,

v.

Civil Action No. 3:15-cv-8083
(Chambers)

CABELL COUNTY COMMISSION,
CABELL COUNTY SHERIFF'S
DEPARTMENT, and
SHERIFF THOMAS McCOMAS,

Defendants.

SETTLEMENT AGREEMENT

The parties to this Settlement Agreement are Douglas W. Adams, Wayne G. Jarrell and Dennis A Ray, as Plaintiffs, and the Cabell County Commission, Cabell County Sheriff's Department and Sheriff Thomas McComas, as Defendants.

WHEREAS, on June 22, 2015, Plaintiffs filed Civil Action No. 3:15-cv-8083, in the United States District Court, Southern District of West Virginia, alleging that Plaintiffs violated the Fair Labor Standards Act, 28 U.S.C. § 207.

NOW, THEREFORE, the parties to this Settlement Agreement do hereby agree to the following terms:

1. Plaintiffs acknowledge that they have never requested or made a claim for overtime prior to filing this lawsuit.
2. In exchange for dismissal of all claims for damages, costs and fees, Defendants will pay the following:

	<u>Wages 2/W- 2</u>	<u>Liquidated Damages w/1099</u>	<u>Total</u>
Doug Adams	\$836.00	\$2,260.00 (includes \$1,424 incentive)	\$3,096.00
Dennis Ray	\$11,844.00	\$11,844.00	\$23,688.00
Wayne Jarrell	\$11,608.00	\$11,608.00	\$23,216.00
Hughes & Goldner, PLLC (attorney fees)			\$10,000

3. This settlement is a resolution of disputed claims and is not to be construed as an admission of liability on the part of the Defendants which expressly deny liability, and that this Settlement Agreement contains the entire agreement between the Parties hereto and the terms of this Settlement Agreement are contractual and not a mere recital.
4. In further consideration of the aforesaid, Plaintiffs do hereby authorize and direct their counsel to dismiss, with prejudice, that certain Civil Action currently pending against Defendants, being Civil Action No. 3:15-cv-8083, and that they will not ever maintain or assert any further action against Defendants, or any person set forth in the description of Defendants, for any matters whatsoever arising out of this Civil Action or the subject complaints or claims therein.

Parties further state that we have carefully read the foregoing Settlement Agreement, know the contents thereof, are fully aware of the legal effect of this Settlement Agreement, and freely and voluntarily sign the same with said knowledge.

IN WITNESS WHEREOF, I have signed my name and affixed my signature this
____ day of _____, 2016.

DOUGLAS W. ADAMS

STATE OF _____,

COUNTY OF _____, to-wit:

Taken, subscribed and sworn to before me, a Notary Public, in my said county
and state, this the ____ day of _____, 2016, by Douglas W. Adams.

My commission expires: _____

NOTARY PUBLIC

(SEAL)

IN WITNESS WHEREOF, I have signed my name and affixed my signature this
____ day of _____, 2016.

WAYNE G. JARRELL

STATE OF _____,

COUNTY OF _____, to-wit:

Taken, subscribed and sworn to before me, a Notary Public, in my said county
and state, this the ____ day of _____, 2016, by Wayne G. Jarrell.

My commission expires: _____

NOTARY PUBLIC

(SEAL)

IN WITNESS WHEREOF, I have signed my name and affixed my signature this
____ day of _____, 2016.

DENNIS A. RAY

STATE OF _____,

COUNTY OF _____, to-wit:

Taken, subscribed and sworn to before me, a Notary Public, in my said county
and state, this the ____ day of _____, 2016, by Dennis A. Ray.

My commission expires: _____

NOTARY PUBLIC

(SEAL)